

1 STATE OF NEVADA
2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
3 RELATIONS BOARD
4

5 INTERNATIONAL BROTHERHOOD OF
6 ELECTRICAL WORKERS, LOCAL 1245,

7 Complainant,

8 vs.

9 CITY OF FERNLEY,

10 Respondent.

ITEM NO. 565A

CASE NO. A1-045779

DECISION

11 For Complainant: Eleanor I. Morton, Esq.
12 Leonard Carder, LLP

13 For Respondent: Paul G. Taggart, Esq.
14 King & Taggart, Ltd.

15 On December 1, 2003, Complainant INTERNATIONAL BROTHERHOOD OF
16 ELECTRICAL WORKERS, LOCAL 1245 ("IBEW") filed a Complaint with the LOCAL
17 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD ("Board") alleging
18 that Respondent CITY OF FERNLEY ("Fernley") violated NRS 288.150 by refusing to bargain
19 over the wages, hours and working conditions of part-time employees. On December 24, 2003,
20 Fernley filed its Answer, denying IBEW's allegations. The Board subsequently scheduled
21 IBEW's Complaint for hearing.

22 On September 15, 2004, Fernley filed a request for leave to file a motion to dismiss and a
23 motion to dismiss. On October 28, 2004, the Board conducted a hearing, noticed in accordance
24 with Nevada's Open Meeting Law. As a preliminary issue at the hearing, the Board denied
25 Fernley's Motion to Dismiss as untimely. See NAC 288.240(3). After hearing from the parties'
26 witnesses, the Board ordered post-hearing briefs, which the parties filed on December 10, 2004.
27 IBEW filed an erratum to its post-hearing brief on December 27, 2004.

28 On January 5, 2005, the Board conducted deliberations, noticed in accordance with
Nevada's Open Meeting Law. Having now deliberated and considered the testimony of the

1 witnesses, as well as their physical and verbal reactions while testifying, and having reviewed all
2 evidence in the record and the parties' post-hearing briefs, we find and conclude that IBEW has
3 failed to demonstrate any violation of NRS 288.150 and is entitled to no relief on its claims
4 before this Board.

5 DISCUSSION

6 Factual Background Evidence

7 The evidence presented during the hearing demonstrates that IBEW and the Town of
8 Fernley (currently, the City of Fernley) ("Fernley") have been engaged in collective bargaining
9 since July 2000. During the negotiations leading to the initial collective bargaining agreement
10 ("CBA"), Raymond Thomas, a Senior Business Representative for IBEW, was the lead
11 negotiator for IBEW, and Gary Bacock, former Fernley Town Manager (currently Fernley City
12 Manager), was the lead negotiator for Fernley. The parties could not agree on whether
13 supervisory employees should be included in the bargaining unit to be represented by IBEW.
14 Ultimately, the parties participated in mediation assisted by the Board's former Commissioner.
15 The mediation led to a Mediation Agreement, dated June 23, 1999, which states, in part:

16 IBEW agrees to modify the proposed bargaining unit to represent all Non-
17 Supervisory employees employed by the [sic] Fernley. This unit would currently
18 consist of Maintenance Leadworker, Sr. Maintenance Worker, Foreman, Utility
19 Workers, Clerk/Administrative Assistant and Clerk. This unit would exclude the
20 positions of Field Superintendent or [sic] and Office Manager which have been
21 deemed supervisor positions and Administrative Assistant which has been
22 deemed a confidential position.

23 Fernley agrees to recognize the IBEW as the exclusive bargaining representative
24 for the Non-Supervisory unit after having reviewed the authorization cards
25 submitted by the IBEW reflecting a request for representation by six of the
26 current eight eligible employees.

27 IBEW Exh. 1. At the time this Mediation Agreement was entered, Fernley employed no regular
28 part-time employees.¹ Subsequently, Larry Beller of Beller & Associates, Inc., prepared a
classification study for Fernley. By the time of this study, Fernley employed some regular part-
time employees. However, a dispute arose between Bacock and the IBEW with respect to these

¹According to Fernley's policy manual, a "regular part-time employee" is a "person who has
successfully completed an initial probationary period in a budgeted position which requires at
least twenty (20) hours per week but less than full-time employment." IBEW Exh. 9.

1 employees, and to resolve the matter, Fernley converted its regular part-time positions into
2 regular full-time positions.

3 The first CBA ("the 2000 CBA") was signed by the parties and ratified by the Fernley
4 Town Board in July 2000. The 2000 CBA contains the following especially relevant provisions:

5 Recognition of Bargaining Unit Representative

6 In accordance with the provisions of NRS 288, the Town has recognized and does
7 recognize the Union as the exclusive collective bargaining representative of those
8 employees in the classifications of those set forth below. . . . This recognition
9 does not include temporary seasonal employees (known as Part-time Hourly),
10 temporary part-time employees who have worked less than six (6) consecutive
11 months. . . .

12 [T]he Town shall recognize the Union as the exclusive representative of those
13 employees whom the Nevada Revised Statutes (NRS 288.160) establishes as the
14 Exclusive Bargaining Agent for those classifications as covered in the recognition
15 agreement (mediation agreement, dated 6/23/99, which was ratified by the Board
16 on 7/7/99, see Exhibit "A") between Town and Union. *After completion of a
classification study, the current positions represented by the Union include all full
time employees, excluding supervisory, confidential, and management employees,
and the positions are currently Office Assistant I & II, Senior Office Assistant,
Maintenance Worker, Utility Worker I & II, Mechanic, and Senior Waste Water
Treatment Plant Operator. These classifications and subsequent eligible
positions are considered the "Bargaining Unit", represented by a bargaining unit
representative, which is IBEW or the "Union". Classifications applicable to the
Bargaining Unit may arise in the future and representation shall be automatic after
establishment of the new classification and rate of pay. . . .*

17 When the words "employee" and "employees" are used in this Agreement they
18 shall be construed to refer only to the employees described above unless
19 otherwise noted.

20 Definitions

21 For the purpose of the contract, a regular employee is defined as an employee
22 who has completed (6) months of service with the Town.

23 *The Town's employment of part time employees shall:*

- 24 1. *Not be positions in the bargaining unit such as Utility Worker I (Part*
25 *time), unless negotiations have taken place with the Union; and*
- 26 2. *Not result in the loss of regular employment for regular employees. Part-*
27 *time employees in the bargaining unit shall be paid the beginning hourly*
28 *wage rates for the approved position, established in this Agreement for the*
work performed.

IBEW Exh. 6, at 2, 4 (Emphasis added.)

1 After Fernley was incorporated, the parties negotiated a second CBA ("the 2002 CBA").
2 This time, Santiago Salazar was the lead negotiator for IBEW, and Gary Bacock was the lead
3 negotiator for Fernley, with Larry Beller handling the final negotiations on behalf of Fernley.
4 The 2002 CBA covers the period from July 1, 2002, through June 30, 2005. It was signed by the
5 parties and ratified by the Fernley City Council on October 23, 2002. This CBA contains the
6 following provisions, some of which have been revised from the 2000 CBA as indicated by the
7 emphasis added below.

8 Scope of the Bargaining Unit

9 [T]he City shall recognize the Union as the exclusive representative of those
10 employees whom the Nevada Revised Statutes (NRS 288.160) establishes as the
11 Exclusive Bargaining Agent for those classifications as covered in the recognition
12 agreement ("Mediation Agreement dated 6/23/99, which was ratified by the
13 Board on 7/7/99, see Exhibit "A") between City and Union. *[Language omitted.]*
14 *New classifications which are appropriate for inclusion in the Bargaining Unit*
15 *may be established in the future and representation shall be automatic after*
16 *establishment of the new classification and rate of pay. . . .*

17 When the words "employee" and "employees" are used in this Agreement they
18 shall be construed to refer only to employees described above, unless otherwise
19 noted.

20

21 Definitions

22 For the purpose of the Agreement, a regular full-time employee is defined as an
23 employee who has completed six (6) months of service with the City.

24 The City's employment of part-time employees shall:

- 25 1. Not be positions in the Bargaining Unit such as *but not limited to* Utility
26 Worker I (part-time), unless negotiations have taken place with the Union;
27 and
- 28 2. Not result in the loss of regular *full-time* employment for regular *full-time*
employees. Part-time employees in the Bargaining Unit shall be paid the
beginning hourly wage rates for the approved position, established in the
Agreement for the work performed.

IBEW Exh. 11, at 2-3.

25 In June 2003, the parties conducted a Labor Management meeting at which a conflict
26 arose over whether regular part-time employees were within the bargaining unit for which IBEW
27 had been recognized as the bargaining agent. Subsequently, the parties exchanged letters back
28 and forth, and IBEW filed the instant Complaint with the Board.

1 At the hearing, IBEW presented testimony from Thomas and Salazar, who each testified
2 as to his belief that, during the negotiations in which he participated, it was understood between
3 IBEW and Fernley that the bargaining unit represented by IBEW included regular part-time
4 employees. According to Thomas, prior to the parties entering the 2000 CBA, he wanted to
5 negotiate over issues affecting part-time employees, including how benefits would be triggered
6 and calculated and what actually constituted a "part-time employee." However, his desire for
7 negotiation was not "received all that well." Thomas testified,

8 [W]e ended up agreeing that they would not part time those classifications. . . .
9 [W]e had been at it quite awhile, over maybe a year and a half, maybe a year by
10 then, I'm not sure. Anyway, we got off of it, and figured we would just come
11 back to the table if they wanted to introduce part-time employee in our
12 classifications. . . .

13 [W]hen we got the agreement to get off this part-timing issue, they converted all
14 part-time employees to full time.

15 Tr. at 36-37.

16 Thomas testified that under the 2000 CBA, Fernley would have had to request
17 negotiations if it wanted to introduce part-time employees into any classifications within the
18 bargaining unit, which consisted of all non-supervisory employees.

19 Salazar testified that at the time of the negotiations for the 2002 CBA, Fernley had two
20 permanent or "regular" types of positions, i.e., regular full-time and regular part-time. Further,
21 Bacock did not attend every negotiation session for the 2002 CBA, and toward the end of
22 negotiations, Larry Beller negotiated on behalf of Fernley. During these latter negotiation
23 sessions, Beller deleted the language referring to "full-time" from the 2000 CBA's recognition
24 clause. According to Salazar, this was done to make less ambiguous the fact that regular part-
25 time employees were covered by the 2002 CBA. However, Salazar acknowledged that this
26 revision left the 2002 CBA referring only to the Mediation Agreement to show bargaining-unit
27 composition, and the classifications set forth in the Mediation Agreement had been altered as
28 indicated in the recognition clause of the 2000 CBA. Salazar also testified that he believed that
under the 2000 and 2002 CBAs, Fernley must negotiate with IBEW before it may create regular
part-time positions. Even though Fernley had not so negotiated, it had hired regular part-time

1 non-supervisory employees during the terms of the CBAs, and at the time of the hearing Fernley
2 continued to employ one such regular part-time employee. Salazar did not know whether this
3 employee wanted to be in the bargaining unit.

4 In addition to the aforementioned CBAs and Mediation Agreement, IBEW also presented
5 at the hearing various other documentary exhibits, including proposals exchanged by negotiators
6 during the negotiations on each CBA (IBEW Exh. 2, 3, 5, and 9), excerpts from Fernley's policy
7 manual showing its definitions for types of employees and its provisions for benefits to part-time
8 employees (IBEW Exh. 10 and 12), the classification study prepared by Larry Beller in March
9 2000 (IBEW Exh. 4), and the letters exchanged between the parties over the instant dispute
10 (IBEW Exh. 7, and 8).

11 Gary Bacock testified for Fernley. He explained that, before the parties entered the 2000
12 CBA, IBEW had proposed that it would represent a bargaining unit which included supervisory
13 employees. Therefore, the Mediation Agreement was not entered to address the part-time issue,
14 but instead was intended to address only the limited issue of whether supervisory employees
15 were in the unit. The 2000 CBA covered a bargaining unit consisting of the specific positions
16 identified in that document, and the 2002 CBA covered a unit including the positions identified
17 in the Mediation Agreement as modified by Fernley's subsequent recognition that other full-time
18 positions were also in the unit. All of the positions identified in the CBAs, or subsequently
19 included in the unit by Fernley, are regular full-time positions; thus, only regular full-time
20 employees are in the unit represented by IBEW.

21 According to Bacock's testimony, the parties never contemplated that the unit
22 represented by IBEW would include regular part-time employees, and Bacock never agreed to a
23 composition of the unit that included such employees. Bacock had always maintained that part-
24 time employees were not in the unit, and he never understood that Fernley was precluded from
25 hiring new part-time employees unless it first negotiated with IBEW. The only part-time issue
26 addressed by the parties during negotiations involved whether Fernley's employment of part-
27 time employees would result in the loss of employment for regular full-time employees and
28 thereby diminish the actual size of the bargaining unit. For that reason, IBEW wanted Fernley to

1 negotiate if it was going to reduce a bargaining unit position to a part-time position. According
2 to Bacock, under both CBAs, if IBEW wanted a position in the unit, they needed to request this
3 and negotiate it with Fernley. Bacock also explained that subsections 2 of the 2000 and 2002
4 CBAs' "definitions" sections, as set forth above, were included in order to specify an hourly rate
5 for part-time employees in the event that negotiations had occurred and part-time employees
6 became part of the unit.

7 Bacock further testified that the bargaining-unit status of regular part-time employees
8 was not brought up during the 2002 negotiations. Although Larry Beller finished up the
9 negotiations for the 2002 CBA, Beller was not authorized to change the bargaining-unit
10 composition. Beller indicated that he had only made some minor clean-up revisions to the
11 language from the 2000 CBA, and Bacock did not believe that Beller ever advised the City
12 Council of any substantive alterations to the bargaining-unit composition. However, Bacock
13 admitted on cross-examination that a form Fernley submitted to the EMRB in 2003 identified the
14 bargaining unit in question as consisting of "non-supervisory city employees."

15 Fernley also presented evidence of the proposals exchanged by the parties prior to the
16 time that Beller took over the negotiations, and these do not reflect that the issue of whether part-
17 time employees were included in the bargaining unit was a point of negotiation between the
18 parties. Fernley Exh. A.

19 Legal Analysis

20 IBEW claims that Fernley's refusal to recognize and negotiate with IBEW as the
21 bargaining agent for regular part-time employees violates NRS 288.150. We conclude that
22 IBEW has failed to prove a violation of NRS 288.150.

23 Although IBEW does not bother to specify any specific provision of NRS 288.150 upon
24 which IBEW relies, we note that NRS 288.150 provides that, except for certain circumstances
25 not relevant here, "every local government employer shall negotiate in good faith . . . concerning
26 the mandatory subjects of bargaining" and that the scope of mandatory bargaining includes
27 certain topics affecting wages, hours and working conditions, as well as "[r]ecognition
28 clause[s]." NRS 288.150(1), (2)(j). Additionally, NRS 288.270(1)(e) provides that "[i]t is a

1 prohibited labor practice for a local government employer or its designated representative
2 willfully to . . . [r]efuse to bargain collectively in good faith with the exclusive representative as
3 required in NRS 288.150. . . .” As the Complainant, IBEW bears the burden of proving a
4 prohibited labor practice under NRS 288.150 and NRS 288.270(1)(e). See Washoe County Sch.
5 Dist. Nurses Ass’n and Nevada Nurses Ass’n v. Washoe County Sch. Dist., et al., Item No. 109,
6 EMRB Case No. A1-045329, at 3 (1981).

7 Unilateral changes by an employer during the course of a collective bargaining
8 relationship affecting matters which are mandatory subjects of bargaining are regarded as *per se*
9 refusals to bargain. Las Vegas Police Protective Ass’n Metro, Inc. v. City of Las Vegas, Item
10 No. 248, EMRB Case No. A1-045461, at 7-8 (1990). This includes an employer’s unilateral
11 removal, without negotiation, of a position within the bargaining unit covered by the terms of a
12 contract. See, e.g., Operating Engineers, Local 3 v. County of Lander, Item No. 346, EMRB
13 Case No. A1-045553, at 4-7 (1994) (recognizing that unilateral removal of position from
14 bargaining unit and change of pay grade for same position, without negotiation, violates NRS
15 288.150 and NRS 288.270(1)(e)).

16 Here, the evidence does not support IBEW’s prohibited labor practice charge. We find
17 the testimony of Gary Bacock on the bargaining history between the parties and the reasons for
18 the language used in the 2002 CBA to be especially credible and persuasive. The testimony of
19 Thomas as to Bacock’s unwillingness to negotiate for part-time employees in the year 2000
20 supports Bacock’s assertions. The testimony given at the hearing, along with the evidence of the
21 recognition clauses and definitions contained in the 2000 and 2002 CBAs, convinces us that
22 Fernley recognized IBEW as the bargaining unit for regular full-time employees only and that
23 part-time employees were excluded from this unit, absent Fernley’s consent to further
24 negotiation.²

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26
27
28 ²We note that the 2002 CBA provides that the parties “mutually waive the right to negotiate upon
any further subject during the term of the agreement without the specific written consent of both
parties.” IBEW Exh. 11, p. 9.

1 In particular, the recognition clause of the 2000 CBA states, "the current positions
2 represented by the Union include *all full time employees*, excluding supervisory, confidential,
3 and management employees, and the positions are currently Office Assistant 1 & II, Senior
4 Office Assistant, Maintenance Worker, Utility Worker I & II, Mechanic, and Senior Waste
5 Water Treatment Plant Operator." (Emphasis added.) Further, although this language was
6 deleted from the 2002 CBA, the 2002 CBA identifies the unit by reference to the Mediation
7 Agreement, which itself only identifies full-time employees. We think the language from the
8 2002 CBA's definitions, i.e., "The City's employment of part-time employees shall . . . *[n]ot be*
9 *positions in the Bargaining Unit* such as but not limited to Utility Worker I (part-time), unless
10 negotiations have taken place with the Union." (emphasis added), like that of the 2000 CBA's
11 definitions, indicates that part-time employees are not included in the bargaining unit, absent
12 Fernley's agreement to modify the recognized unit, and that Fernley has merely agreed that it
13 will not diminish the size of the unit by converting full-time non-supervisory positions into part-
14 time positions. Finally, we do not find the evidence presented by IBEW to be sufficiently
15 reliable to persuade the Board on any point in dispute. In sum, Fernley had no obligation to
16 bargain with IBEW over the wages, hours and working conditions of regular part-time
17 employees, as IBEW is not the recognized bargaining agent for such employees.

18 Moreover, it is the employer's prerogative pursuant to NRS 288.170(1) to determine an
19 appropriate bargaining unit, and this determination must precede the recognition of an employee
20 organization as the exclusive bargaining representative for the unit. In the Matter of Operating
21 Engineers Local 501 v. Las Vegas Convention/Visitors Auth., Item No. 96, EMRB Case No. A1-
22 045323, at 3-4, 7 (1980). If an employee organization is aggrieved by the employer's
23 determination of the unit, it may appeal to this Board pursuant to NRS 288.170. Id. at 3, 7. See
24 also NAC 288.130.

25 This Board has recognized that, in enacting the provisions at NRS 288.150(j) to include
26 recognition clauses as a subject for which bargaining is mandatory, the Legislature did not intend
27 to undermine the employer's right to determine an appropriate bargaining unit and that an
28 "employer has no duty to bargain with the employee organization as to what classifications of

employees will be included in the bargaining unit." In the Matter of International Ass'n of Fire Fighters, Local 1265 v. City of Sparks, Item No. 136, EMRB Case No. A1-045362, at 4, 8 (1982). Therefore, a charge of failure to bargain over the non-mandatory subject of an appropriate bargaining unit under NRS 288.150 is invalid. Id. at 4-5, 8; Nevada Classified Sch. Employees Ass'n, Chapter 6 v. Douglas County Sch. Dist., Item No. 339, EMRB Case No. A1-045551, at 6-7 (1994).

We conclude that IBEW failed to meet its burden of demonstrating a prohibited labor practice related to Fernley's failure to bargain over the composition of the bargaining unit. Furthermore, because IBEW does not currently represent Fernley's part-time employees, if IBEW wants to pursue representation of these employees, it must follow the procedures set forth in NRS Chapter 288 and NAC Chapter 288, and, specifically, at NRS 288.160, NRS 288.170 and NAC 288.143. If IBEW is ultimately recognized as the bargaining agent for this new group of local government employees, and any dispute arises thereafter from Fernley's determination of an appropriate bargaining unit, such dispute would be ripe for appeal to this Board pursuant to NRS 288.170 and NAC 288.130. However, we note that the resolution of such an appeal would involve consideration of evidence, showing various factors affecting the determination of an appropriate unit, which has yet to be presented to this Board. See In the Matter of Operating Engineers Local 501 v. Las Vegas Convention/Visitors Auth., Item No. 96, EMRB Case No. A1-045323, at 3-4 (1980) (listing factors relevant to determination of appropriate bargaining unit).

FINDINGS OF FACT

1. IBEW is an "employee organization" as defined by NRS 288.040.
2. Fernley is a "local government employer" as defined by NRS 288.060, and its employees are "local government employees" as defined by NRS 288.050.
3. IBEW and Fernley have engaged in collective bargaining since July 2000, with the current CBA being in effect from July 1, 2002, through June 30, 2005.
4. During the collective bargaining relationship between these parties, Fernley recognized IBEW as the bargaining agent for Fernley's regular full-time non-supervisory employees, and for these employees only.

1 5. Fernley never recognized IBEW as being the bargaining agent for regular part-
2 time non-supervisory employees, and such employees are not and have not been covered in the
3 successive CBAs entered between the parties.

4 6. Gary Bacock, the City Manager for Fernley, testified credibly as to the intent of
5 the language used in the successive CBAs concerning the bargaining-unit composition, and we
6 accept his assertions as to the parties' intent in entering these CBAs.

7 7. The language used in the 2000 and 2002 CBAs and in the Mediation Agreement
8 is reasonably construed to cover only Fernley's regular full-time non-supervisory employees as
9 employees in the bargaining unit represented by IBEW.

10 8. IBEW failed to present sufficiently reliable evidence to persuade this Board that
11 Fernley has recognized IBEW as the bargaining agent for Fernley's regular part-time non-
12 supervisory employees.

13 9. Fernley did not unilaterally change the composition of the recognized bargaining
14 unit covered by the CBAs between these parties.

15 10. Fernley was within its rights in refusing to negotiate the issue of expanding the
16 bargaining unit.

17 11. IBEW failed to demonstrate that Fernley violated NRS 288.150 by failing to
18 bargain in good faith with IBEW over the inclusion of regular part-time employees in the
19 bargaining unit or by failing to bargain in good faith over the wages, hours and working
20 conditions of these employees.

21 12. To the extent that any factual determination in the preceding discussion section of
22 this Decision is not separately set forth in this section, it is hereby incorporated as a finding of
23 fact.

24 13. To the extent that any of these findings of fact might be more properly stated as
25 conclusions of law, they should be considered as such.

26 CONCLUSIONS OF LAW

27 1. The Board has jurisdiction over the parties and the subject matter addressed by
28 this Decision, pursuant to the provisions of NRS Chapter 288.

1 2. Determination of an appropriate bargaining unit is a matter reserved to the
2 employer, pursuant to NRS 288.170, and is not a subject of mandatory bargaining pursuant to
3 NRS 288.150.

4 3. IBEW has failed to prove that Fernley violated NRS 288.150 by failing to bargain
5 in good faith over the inclusion of regular part-time employees in the bargaining unit represented
6 by IBEW or by failing to bargain in good faith over the wages, hours and working conditions for
7 such employees.

8 4. If IBEW wants to pursue representation of regular part-time employees, it must
9 follow the procedures set forth in NRS Chapter 288 and NAC Chapter 288, and, specifically, at
10 NRS 288.160, NRS 288.170 and NAC 288.143.

11 5. If IBEW is ultimately recognized as the bargaining agent for regular part-time
12 employees, and any dispute arises thereafter from Fernley's determination of an appropriate
13 bargaining unit, such dispute would be ripe for appeal to this Board pursuant to NRS 288.170
14 and NAC 288.130.

15 6. To the extent that any legal conclusion in the preceding discussion section of this
16 Decision is not separately set forth in this section, it is hereby incorporated as a conclusion of
17 law.

18 7. To the extent that any of these conclusions of law might be more properly stated
19 as findings of fact, they should be considered as such.

20 **ORDER**

21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT for the above-stated
22 reasons, the City of Fernley is entitled to judgment in its favor.

23 IT IS FURTHER ORDERED that, for the benefit of employee-management relations, the
24 City of Fernley shall post copies of this Decision at conspicuous locations, which are accessible
25 to its employees, for a period of thirty (30) days.

26 ///

27 ///

28 ///

1 IT IS FURTHER ORDERED that each party shall bear its own attorney's fees and costs
2 in this matter.

3 DATED this 30th day of March, 2005.

4 LOCAL GOVERNMENT EMPLOYEE-
5 MANAGEMENT RELATIONS BOARD

6 BY: 
7

JANET TROST, ESQ., Chairman

8 BY: 
9

TAMARA E BARENGO, Vice-Chairman

10 BY: 
11

12 JOHN E. DICKS, ESQ., Board Member
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